

A. G. Contract No. KR98 1552TRN
ADOT ECS File: JPA 98-119
TRACS: H0192 21C
Project: Highway Closure and Road
Restriction Subsystem (HCRS)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE NAVAJO NATION

THIS AGREEMENT is entered into _____, 1998, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NAVAJO NATION, acting by and through its TRIBAL COUNCIL (the "Tribe")

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The Tribe is empowered by Tribal Council Resolution to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Tribe.

3. The State and the Tribe desire to participate in installing and implementing a Highway Closure and Road Restriction Subsystem (HCRS) which will provide real time data relating to construction locations, traffic related maintenance activities, weather related road closures, roadway weather information, and traffic accident information to the traveling public, at an estimated cost of \$4,606.00, all at State expense

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE

1. The State will:

a. Provide an initial site survey, install the equipment hardware, which shall remain the property of the State, and the software which will contain all required state routes and GIS based routes in the database.

b. Provide connection to the State's central database, training for Tribal personnel to operate the system, and provide the Tribe with system repair and technical support, as well as system security.

c. Be responsible for the cost of a and b above, currently estimated at \$4,606.00

d. After one (1) year of operation, confer with the Tribe to decide whether or not to continue the program.

2. The Tribe will:

a. Provide an appropriate limited access site for the equipment, a dedicated telephone line for connection to the central database, electrical energy with surge protection to operate the system and authorized personnel for data entry.

b. After one (1) year of operation, confer with the State to decide whether or not to continue the program, and assist the State in determining the effectiveness and the cost/benefit of the program. Provide maintenance to the equipment, and, in the event the program is terminated by either party, return the equipment to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to select a process acceptable to the State and the Tribe to resolve such disputes. Such process shall include a provision for arbitration.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

The Navajo Nation
Navajo Nation Department of Transportation
PO Box 3798
Window Rock, Arizona 86615

9. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

THE NAVAJO NATION

STATE OF ARIZONA
Department of Transportation

By _____
THOMAS ATCITTY, President

By _____
TIM WOLFE
Ass't State Engineer

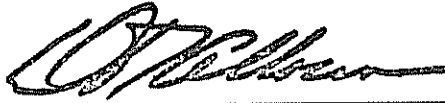
ATTEST

By _____
MILTON BLUEHOUSE, SR
Vice President

RESOLUTION

BE IT RESOLVED on this 9th day of July 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Navajo Nation for the purpose of defining responsibilities for the installation of a Highway Closure and Restriction System.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Assistant State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF
THE NAVAJO NATION TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the NAVAJO NATION and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this _____ day of _____, 1998.

Attorney

HIGHWAY CLOSURE AND RESTRICTION SYSTEM

The Highway Closure and Restriction System (HCRS) is a system developed by Computran Systems Corporation, under contract with the Arizona Department of Transportation, for highway closure reporting. The closure reporting is not limited to Highway construction, and Maintenance activities, but for any incident that causes congestion, or restrictions along the Interstates and state routes, including incidents, weather restrictions, fire danger et al.

Previously, when activities warranted the closure of roadways, information was transcribed onto a form and FAXed to the representative district office, who then entered this information into the WYLBUR system. The WYLBUR system then printed out a green bar sheet that detailed all of the closures in the state. This was a bulky and a time consuming process, not only to enter, but to extract the information as well. By deploying this system, to the district offices initially, and eventually to the construction and maintenance organizations themselves, real time data and accountability will be achieved. Deployment of this system will also stretch to client workstations for entering information relating to their duties and capacity. Some of the initial workstations will be located at the Flagstaff Department of Public Safety Dispatch Center; the Grand Canyon National Park; Bullhead City '911' Operators; Arizona Department of Emergency Management Administration; Winslow Chamber of Commerce; Nava-Hopi Tours; Apache Sitgreaves National Forest as well as, adjoining states: Nevada DOT; CALTRANS; Utah DOT; & New Mexico DOT.

Current users of HCRS number about 40, with planned participation statewide as well as extraction of information for tourism throughout the metropolitan Phoenix area and the Interstate 40 corridor utilizing kiosks, internet services, and automated telephone service, numbering in the thousands.



ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION

MEMORANDUM

TO: E. JACK HAMMITT
Joint Project Coordinator 616E

FROM: James R. Redpath
Assistant Attorney General

DATE: July 8, 1998

RE: IGA/The NavajoNation
AG Contract No. KR98-1552TRN
ECS File No. JPA 98-119
Section: Highway Closure and Road Restriction Subsystem (HCRS)
Project: H019221C

This agreement appears to be in proper form and may be circulated for signature.

JAMES R. REDPATH
Assistant Attorney General

Enc.

JRR:gg13573